

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 05/26/2015

-----X
STARR INDEMNITY & LIABILITY COMPANY,

Plaintiff,

-v-

AMERICAN CLAIMS MANAGEMENT, INC., et al.,

Defendants.
-----X

14-CV-0463 (JMF)

ORDER

JESSE M. FURMAN, United States District Judge:

Attached to this order are the notes sent by the jury to the Court during deliberations (Court Exhibits 2-4), and the jury's verdict form (Court Exhibit 5).

Further, it is hereby ORDERED that, after conferring with Defendants, Plaintiff shall submit to the Orders and Judgments Clerk of the Court a proposed judgment consistent with the jury's verdict no later than **May 29, 2015**.

SO ORDERED.

Dated: May 26, 2015
New York, New York



JESSE M. FURMAN
United States District Judge

COURT EXHIBIT 2

Is there a question #16?

#19 - just for not paying for
supposed services rendered?
or are there other claims by ACM
that STARR breached?

Count Exhibit 2
5/22/15 at 11:16a

COURT EXHIBIT 3

Can we have depositions of:

Matthew Strengham
Jaeger Miller
Michelle Edwards

Gustafson
5/22/15
11:55 PM

Court Exhibit 3

COURT EXHIBIT 4

5/26/15

235 pm

Judge Furman,
The Jury has reached
a verdict.

Orly Low

Count Exhibit 4

COURT EXHIBIT 5

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Defendants.
-----X

14-CV-0463 (JMF)

VERDICT FORM

PLEASE CIRCLE YOUR ANSWERS

All Answers Must Be Agreed to by all Eight (8) out of Eight (8) Jurors

Starr's Claims

1. Has Starr proved, by a preponderance of the evidence, that ACM is liable to Starr for breaching a contract between the parties?

☒ YES

NO

[If you answered "Yes" to Question 1, then proceed to Question 2. If you answered "No" to Question 1, then proceed to Question 3.]

2. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of ACM's breach of contract?

☒ YES

NO

If so, what amount of damages do you award?

\$ 1,625,431. 73

[Regardless of your answer to Question 2, proceed to Question 3.]

3. Has Starr proved, by a preponderance of the evidence, that ACM is liable to Starr for conversion?

☒ YES

NO

[If you answered "Yes" to Question 3, then proceed to Question 4. If you answered "No" to Question 3, then proceed to Question 9.]

Starr Indemnity & Liability Company v. American Claims Management, Inc., et al.
14-CV-0463
Verdict Form

4. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of ACM's conversion?

☒ YES

☐ NO

If so, what amount of damages do you award?

\$ 1,625,431.73

What part of that amount, if any, is included in the amount you determined in answering Question 2?

\$ 1,625,431.73

[Regardless of your answer to Question 4, proceed to Question 5.]

5. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of ACM's conversion?

☒ YES

☐ NO

If so, what amount of damages do you award?

\$ 1,000,000

[Regardless of your answer to Question 5, proceed to Question 6.]

6. Has Starr proved, by a preponderance of the evidence, that either of the following defendants is liable to Starr for aiding and abetting a conversion?

a. SRS

☒ YES

☐ NO

b. Marquee

☒ YES

☐ NO

[If you answered "Yes" to Question 6, then proceed to Question 7. If you answered "No" to Question 6, then proceed to Question 9.]

Starr Indemnity & Liability Company v. American Claims Management, Inc., et al.
 14-CV-0463
 Verdict Form

7. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of either of the following defendants' aiding and abetting a conversion?

a. SRS

☒ YES

NO

If so, what amount of damages do you award? \$ 541,719.²⁵

What part of that amount, if any, is included in the amount you determined in answering Question 2 or Question 4?

\$ 541,719.²⁵

b. Marquee

☒ YES

NO

If so, what amount of damages do you award? \$ 1,083,712.⁴⁸

What part of that amount, if any, is included in the amount you determined in answering Question 2 or Question 4?

\$ 1,083,712.⁴⁸

[Regardless of your answer to Question 7, proceed to Question 8.]

8. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of either of the following defendants' aiding and abetting a conversion?

a. SRS

☒ YES

NO

If so, what amount of damages do you award? \$ 75,000

b. Marquee

☒ YES

NO

If so, what amount of damages do you award? \$ 300,000

[Regardless of your answer to Question 8, proceed to Question 9.]

Starr Indemnity & Liability Company v. American Claims Management, Inc., et al.
 14-CV-0463
 Verdict Form

9. Has Starr proved, by a preponderance of the evidence, that ACM is liable to Starr for breaching a fiduciary duty?

☒ YES

☐ NO

[If you answered "Yes" to Question 9, then proceed to Question 10. If you answered "No" to Question 9, then proceed to Question 15.]

10. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of ACM's breach of fiduciary duty?

☒ YES

☐ NO

If so, what amount of damages do you award?

\$

1,625,431.73

What part of that amount, if any, is included in the amount you determined in answering Question 2, Question 4, or Question 7?

\$

1,625,431.73

[Regardless of your answer to Question 10, proceed to Question 11.]

11. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of ACM's breach of fiduciary duty?

☒ YES

☐ NO

If so, what amount of damages do you award?

\$

1,000,000

[Regardless of your answer to Question 11, proceed to Question 12.]

12. Has Starr proved, by a preponderance of the evidence, that either of the following defendants is liable to Starr for aiding and abetting a breach of fiduciary duty?

a. SRS

☒ YES

☐ NO

b. Marquee

☒ YES

☐ NO

[If you answered "Yes" to Question 12, then proceed to Question 13. If you answered "No" to Question 12, then proceed to Question 15.]

Starr Indemnity & Liability Company v. American Claims Management, Inc., et al.
 14-CV-0463
 Verdict Form

13. Has Starr proved, by a preponderance of the evidence, that it is entitled to receive compensatory damages because of either of the following defendants' aiding and abetting a breach of fiduciary duty?

a. SRS

☒ YES

NO

If so, what amount of damages do you award?

\$ 541,719.25

What part of that amount, if any, is included in the amount you determined in answering Question 2, Question 4, Question 7, or Question 10?

\$ 541,719.25

b. Marquee

☒ YES

NO

If so, what amount of damages do you award?

\$ 1,083,712.48

What part of that amount, if any, is included in the amount you determined in answering Question 2, Question 4, Question 7, or Question 10?

\$ 1,083,712.48

[Regardless of your answer to Question 13, proceed to Question 14.]

14. Has Starr proved, by clear and convincing evidence, that it is entitled to receive punitive damages because of either of the following defendants' aiding and abetting a breach of fiduciary duty?

a. SRS

☒ YES

NO

If so, what amount of damages do you award?

\$ 75,000

b. Marquee

☒ YES

NO

If so, what amount of damages do you award?

\$ 300,000

[Regardless of your answer to Question 14, proceed to Question 15.]

v

YES

☒ NO

If so, what amount of damages do you award?

\$

Starr Indemnity & Liability Company v. American Claims Management, Inc., et al.
14-CV-0463
Verdict Form

After completing the form, each juror who agrees with this verdict must sign below:

Gudy Turner Elaine Block

Jesenia Rivera Angie E. Munder

Oshyn Johnson Murphy Wine

Colleen Chis g. 12

Date and Time:

5-26-15 2:50 pm